

RECORDATION NO. **18866-B**  
FILED 1405

JUN 30 1994 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

**LEASE SUPPLEMENT NO. 1****(Amtrak Trust 94-E)**

THIS LEASE SUPPLEMENT NO. 1 dated as of June 30, 1994 (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under that certain Trust Agreement (Amtrak 94-E) dated as of June 15, 1994 between NCC FOX COMPANY, a Delaware corporation, and such trustee, as lessor, and NATIONAL RAILROAD PASSENGER CORPORATION (also known as AMTRAK), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as lessee, pursuant to and in accordance with the Lease of Railroad Equipment (Amtrak Trust 94-E) dated as of June 15, 1994 between Lessor and Lessee (as amended and supplemented to the date hereof, the "*Lease*").

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease Supplement have the respective meanings specified therefor in Annex A to the Lease, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. The Units covered by this Lease Supplement are described in Schedule 1 attached hereto.

3. The Equipment Cost for each Unit is set forth below:

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK CAR NUMBER</u>	<u>MANUFACTURER'S NUMBER</u>	<u>EQUIPMENT COST</u>
SLEEPER	32092	44	\$2,856,689.28
SLEEPER	32094	48	\$2,864,565.45
SLEEPER	32095	49	\$2,864,565.45
DINER	38046	41	\$2,767,069.14
DINER	38047	43	\$2,767,069.14
DINER	38055	62	\$2,777,101.66
TRANSITION CAR	39005	13	\$2,746,088.01

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4. The Interim Term of the Lease for the Units covered by this Lease Supplement shall commence on the date of this Lease Supplement and shall terminate on December 31, 1994 unless terminated pursuant to the terms of the Lease. The Base Lease Commencement Date of the Lease for the Units covered by this Lease Supplement shall

commence on January 1, 1995 and shall terminate on July 1, 2020 unless earlier terminated or extended pursuant to the terms of the Lease.


5. All of the terms and provisions of the Lease, as supplemented or amended, including, without limitation, Lessee's obligation to pay Rent, are hereby incorporated by reference in this Lease Supplement on and as of the date hereof, to the same extent as if fully set forth herein, and the Lease, as supplemented hereby, is hereby ratified, approved and confirmed.

6. This Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Lessor's interest under this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, (i) the Units described in Schedule 1 hereto (a) have been delivered from Lessor to Lessee, (b) have been duly inspected by Lessee, (c) have been duly accepted by Lessee, and (d) are free and clear of all liens and encumbrances (except Permitted Liens) and (ii) that said Schedule 1 contains a correct and complete description of said Units sufficient for the purposes of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY, not in its  
individual capacity, but solely as Owner  
Trustee, Lessor

By: 

Name: Thomas P. Laskaris  
Title: Vice President

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

By: \_\_\_\_\_

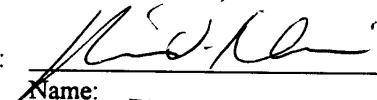
Name:  
Title:

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WILMINGTON TRUST COMPANY, not in its  
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Trustee, Lessor

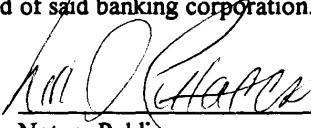
By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

By:  \_\_\_\_\_  
Name:  
Title: Richard I. Klein  
Treasurer

STATE OF DELAWARE       )  
                                  ) ss  
COUNTY OF NEW CASTLE   )

On this 2nd day of June, 1994 before me personally appeared Thomas P. Laskaris to me personally known, who being by me duly sworn, says that he/she is Vice President of Wilmington Trust Company, a Delaware banking corporation, as Owner Trustee under such instrument, that said instrument was signed on behalf of said banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.

By:   
Notary Public

LISA A. PITTACCIO  
NOTARY PUBLIC

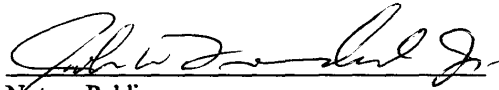
My Commission Expires: \_\_\_\_\_

My Commission expires March 18, 1995

[SEAL]

DISTRICT OF COLUMBIA     )  
  ) ss  
CITY OF WASHINGTON         )

On this 22<sup>nd</sup> day of June, 1994, before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 1-1-95

[SEAL]

**SCHEDULE 1 TO LEASE SUPPLEMENT NO. 1**

**DESCRIPTION OF UNITS**

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SLEEPER	32094	48
SLEEPER	32095	49
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DINER	38047	43
DINER	38055	62
TRANSITION CAR	39005	13